

**LANDOWNER INCENTIVE PROGRAM
COOPERATIVE STEWARDSHIP AGREEMENT
FOR HABITAT IMPROVEMENT**

This COOPERATIVE STEWARDSHIP AGREEMENT (agreement) is entered into this **Enter date**th day of **Enter Month**, 20 **Enter Year** between **Enter Landowner Name** (Landowner) and the State of Arizona through the Arizona Game and Fish Commission (Commission) and its administrative agency the Arizona Game and Fish Department (Department), for the purpose of improving wildlife habitat on lands owned by Landowner as illustrated on Exhibit A attached hereto. A.R.S. § 17-231.B.7 authorizes the Arizona Game and Fish Commission to enter into this Agreement through its administrative agency, the Arizona Game and Fish Department.

WHEREAS said subject property provides mutual benefit to wildlife, and it is the mutual desire of the Department and the Landowner to cooperate for the common benefit of wildlife and the public interests of the people of Arizona, and

WHEREAS the parties agree that the goods or services provided by the Department will be used by the Landowner for a public purpose as described herein, and that the benefit derived to the public as the result of such goods or services will equal or exceed the value of the goods or services,

WHEREAS said subject property currently provides or has the potential to provide wildlife habitat for the following species included on the Landowner Incentive Program Eligible Species List dated July 1, 2003:

Enter Running List of Species

NOW THEREFORE, in consideration of the mutual promises and other goods and valuable consideration contained herein, the Department and the Landowner agree to implement the following described Habitat Improvement Project on the subject property:

Legal description: **Enter Legal Description**

Physical description (acres, proximity to prominent landmark, County etc.)
Enter Physical Description

A. The Arizona Game and Fish Department agrees:

1. To provide technical assistance to the Landowner to achieve the Habitat Improvement Project as described on the Project Description (Attachment B) and Worksheet and Budget attached hereto (Attachment C).
2. To provide funding to the Landowner or contractors not to exceed \$Enter total Amount for the purchase of materials and installation labor for the habitat improvements described on the Project Description and Budget attached hereto. All labor using heavy equipment is included in the aforementioned price.
3. To provide payment to the Landowner or contractors for materials and labor to complete the desired habitat improvements summarized on the Project Description and Budget attached hereto. The Department will provide payment(s) for work completed, and a final payment in full after completion of the project and a satisfactory review and final assessment of the completed project's effectiveness. All payments to the Landowner or contractor will require an itemized invoice.
4. To provide advance notice to the Landowner when entry upon the subject property to visit the project site is required in performance of duties pursuant to this agreement, to set mutually agreeable visitation times with the Landowner, and will invite the Landowner to participate in all activities pursuant to this contract.
5. To monitor the effectiveness of the Habitat Improvement Project during the Enter Term year term of this agreement to ensure expected benefits to wildlife.

B. The Landowner agrees:

1. To provide Enter amount of match cash or in-kind match required to complete the Habitat Improvement Project described on the Project Description and Budget attached hereto. Remove if no match.
2. To authorize the Department and/or its representative(s) to enter upon the subject property to visit the project site in performance of duties pursuant to this agreement.
3. To monitor and maintain the improvements provided pursuant to this agreement for a period of Enter Term years.
4. To defer livestock grazing in the project area for a minimum of Enter Term growing seasons, to allow sufficient improvement in the vegetative vigor to withstand this use. Remove if not applicable.
5. To transfer the terms and conditions of this agreement with the property should the property rights to the subject property be transferred to another party during the term of this agreement, unless terminated under conditions specified in paragraph C.10.

C. The Department and Landowner mutually agree:

1. To cooperate with each other and with any land management agency that may be affected by this Habitat Improvement Project, to ensure that all participants successfully and satisfactorily fulfill their commitments as set forth in this agreement.
2. This agreement shall not be in effect until signed by both parties hereto and unless otherwise terminated as provided herein, will extend for a period of Enter Term years from the date of signatures below.
3. That unless otherwise provided herein, the improvements provided pursuant to this agreement will remain in place and functional for a period of Enter Term years to realize the desired habitat improvement benefits.
4. That the habitat improvements placed on Landowner's property by the Department pursuant to the Project Description and Budget attached hereto shall become the property of Landowner at the satisfactory completion of the term of this agreement, unless terminated under conditions specified in paragraph C.10.
5. That nothing in this agreement shall be construed as obligating the Department in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.
6. Pursuant to A.R.S. § 35-214 and § 35-215, and Section 41-1279.04 as amended, all books, accounts, reports, files, and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after contract completion. Such records shall be reproduced as designated by the State of Arizona.
7. All work done pursuant to this agreement must be in compliance with all applicable state and federal laws and regulations.
8. All parties are hereby put on notice that this agreement is subject to Executive Orders 99-4 and 75-11, entitled "Prohibition of discrimination in State Contracts – Non-discrimination in Employment by Government Contractors and Subcontractors". Said non-discrimination orders, by reference, are made a part of this agreement.
9. To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the parties agree to use arbitration after exhausting all administrative remedies, to resolve any dispute arising out of this agreement, where not in conflict with Federal law.
10. Either party may terminate the Agreement by providing thirty (30) days written notice to either party. **THIS MUST STAY AS C.10.**

11. Should this agreement be terminated by the Landowner prior to the term expiration, the Department shall be reimbursed by the Landowner for the project costs and expenses incurred on a prorated basis for the remaining term of this agreement.
12. Should this agreement be terminated by the Department prior to the term expiration, all work completed to the date of termination notice (specified in paragraph C.10), and pursuant to this agreement, Project Description and Budget attached hereto shall be reimbursed in full to the landowner or contractor.
13. All parties are hereby put on notice that this agreement is subject to cancellation pursuant to A.R.S. § 38-511.
14. This agreement and the Project Description and Budget attached hereto may be modified or extended through mutual agreement of the Landowner and the Department. Any modification made to this agreement shall be confirmed in writing prior to performance of the change.

IN WITNESS WHEREOF, each person signing this agreement warrants that he/she has the capacity, full power, and authority to execute this agreement and consummate the transactions contemplated hereby on behalf of the parties herein.

APPROVED:

Landowner

Type Landowner Name Here

Date

APPROVED:

STATE OF ARIZONA through
Arizona Game and Fish Commission

Duane L. Shroufe,
Secretary to the Commission and
Director, Arizona Game and Fish Department

Date